

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Premium Denim, LLC		03/25/2011	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Union Bank, N.A.
Street Address:	400 California Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104
Entity Type:	national banking associate: UNITED STATES

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	3214208	CITY OF ANGELS
Registration Number:	3331033	HOLLYWOOD HILLS
Registration Number:	3559495	
Serial Number:	77122850	
Registration Number:	3681441	
Registration Number:	3321995	LAUREL CANYON
Registration Number:	3863650	LOU LOU TULIP JEAN
Serial Number:	78934402	
Registration Number:	3773668	
Registration Number:	3851781	
Registration Number:	3702471	
Registration Number:	3671082	
Serial Number:	77528736	P
Registration Number:	3308211	PAIGE

TRADEMARK

900189693

REEL: 004524 FRAME: 0687

CH \$690.00 3214208

Serial Number:	78447486	PAIGE
Serial Number:	77278216	PAIGE
Serial Number:	77679935	PAIGE
Serial Number:	77040057	PAIGE ADAMS-GELLER
Registration Number:	3191044	PAIGE PREMIUM
Registration Number:	3301653	PAIGE PREMIUM DENIM
Registration Number:	3495555	PAIGE PREMIUM DENIM
Registration Number:	3566793	PAIGE
Serial Number:	77860214	PAIGEAHOLIC
Registration Number:	3328000	PPD
Registration Number:	3679774	PPD
Serial Number:	77774741	UUUUUUUUU
Registration Number:	3566356	

CORRESPONDENCE DATA

Fax Number: (714)546-9035
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (714) 641-5100
Email: sitoh@rutan.com, trademarks@rutan.com, scain@rutan.com, ezaskoda@rutan.com
Correspondent Name: Shigenobu Itoh
Address Line 1: 611 Anton Boulevard
Address Line 2: Suite 1400
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	014742.0585
NAME OF SUBMITTER:	Erin R. Zaskoda
Signature:	/Erin R. Zaskoda/
Date:	04/19/2011

Total Attachments: 21

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**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT dated as of March 25, 2011, between PREMIUM DENIM, LLC, a California limited liability company (the "Assignor"), and UNION BANK, N.A. (together with its successors and assigns, "Lender").

WHEREAS, the Assignor is the owner of the Trademarks, including those listed on Schedule A hereto;

WHEREAS, the Assignor and Lender are party to that certain Loan and Security Agreement of even date herewith (as the same may be hereafter amended, modified, substituted, extended or restated, from time to time, the "Credit Agreement");

WHEREAS, it is a condition precedent to the Lender making any loans or otherwise extending credit to the Assignor under the Credit Agreement that the Assignor execute and deliver to Lender this Trademark Agreement (as defined below);

WHEREAS, the Assignor has granted to Lender a security interest in certain of the Assignor's assets, including without limitation the Trademarks listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Credit Agreement and other Loan Documents (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement:

Proceeds. Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property, which constitutes all or any part of the Trademark Collateral, any value received as a consequence of the ownership, possession, use or practice of any Trademark Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral.

PTO. The United States Patent and Trademark Office.

Trademark Agreement. This Trademark Collateral Assignment and Security Agreement, as amended and in effect from time to time.

Trademark Collateral. All of the Assignor's right, title and interest in and to all of the Trademarks, the Trademark License Rights, and all other Trademark Rights, and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property. Notwithstanding the foregoing or anything to the contrary provided in this Trademark Agreement, "Trademark Collateral" shall not include, and Assignor shall not be deemed to have granted a security interest in the following: (1) any General Intangibles or any other rights or interests in any license, lease, contract, agreement or other document to which Assignor is a party to the extent, but only to the extent, that such a grant would, under the terms of such General Intangible, license, lease, contract, agreement or other document, (A) result in a breach of the terms of, (B) constitute a default under or with respect to, or (C) result in the termination of such General Intangible, license, lease, contract, agreement or other document (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the UCC or other applicable law); provided, that immediately upon the ineffectiveness, lapse or termination of any of the foregoing restrictions or consequences provided in clauses (A) through (C) above, the Trademark Collateral shall include, and the Assignor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect; and provided, further, that notwithstanding any such restriction or consequence in clauses (A) through (C) above, Trademark Collateral shall, to the extent such restriction or consequence, does not by its terms apply thereto, include all rights incident or appurtenant to any such rights or interests and the right to receive all proceeds derived from or in connection with the sale, assignment or transfer of such rights and interests; and (2) any applications for United States trademark registration pursuant to IS U.S.C. §1051(b) (i.e., an intent-to-use application), until such time as such registration is granted or, if earlier, the date of first use of the trademark, at which point such application or registration shall constitute Trademark Collateral.

Trademark License Rights. Any and all past, present or future rights and interests of the Assignor, but specifically excluding any obligations of the Assignor, pursuant to any and all past, present and future licensing agreements, written or oral, in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, or Trademark Rights, owned or used by third parties in the past, present or future, including the right in the name of the Assignor or the Lender to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: (i) the right (but not the obligation) to register claims under any federal, state or foreign trademark law or regulation, (ii) the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Lender for any and all past, present and future infringements of

or any other damages or injury to the Trademarks, (iii) the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury, (iv) the right (but not the obligation) to license rights to the Trademarks, including those listed on Schedule A to third parties, and (v) the right (but not the obligation) to make and prosecute applications or renewals for the Trademarks, including those listed on Schedule A.

Trademarks. All Trademarks and Trademark applications, whether United States or foreign, that are owned by the Assignor or in which the Assignor has any right, title or interest, now or in the future, and however defined or classified under (i) Article 9, or (ii) Revised Article 9, including but not limited to:

(a) the Trademarks listed on Schedule A hereto and all rights, including license rights, to the Trademarks set forth on Schedule A (as the same may be amended pursuant hereto from time to time);

(b) all re-issues, continuations, divisions, continuations-in-part, renewals or extensions thereof;

(c) all trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and the goodwill associated therewith, now and existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether registered in the PTO or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof or otherwise, including without limitation, any thereof referred to in the Agreement; and

(d) the right (but not the obligation) to make and prosecute applications for such Trademarks.

2. Grant of Security Interest. To secure the payment and performance in full of all of the Obligations, the Assignor hereby grants and collaterally assigns to the Lender, A CONTINUING SECURITY INTEREST IN all of the Trademark Collateral. THE LENDER ASSUMES NO LIABILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY AND ASSUMES NO OBLIGATIONS UNDER ANY AGREEMENT TO WHICH THE ASSIGNOR IS A PARTY RELATING TO THE TRADEMARKS.

3. Acknowledgement of Credit Agreement. This Trademark Agreement has been executed and delivered by the Assignor for the purpose of recording the grant of security interest herein with the PTO. The security interest granted hereby has been granted to the Lender, in connection with the Credit Agreement and is expressly subject to the terms and conditions thereof. The Credit Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms. Assignor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit

Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

4. Termination. On the Termination Date, this Trademark Agreement shall terminate and the Lender shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Trademark Collateral previously granted, assigned, transferred and conveyed to the Lender by the Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Lender pursuant hereto or the Credit Agreement.

[signatures on next page]

SIGNATURE PAGE TO TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

“ASSIGNOR”

PREMIUM DENIM, LLC,
a California limited liability company

By: Walter M. Cacher
Name: WALTER M. CACHER
Title: CFO

“LENDER”

UNION BANK, N.A.

By: 

Name: Shawn Lipman




Title: Vice President







SCHEDULE A



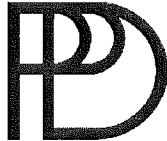
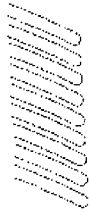
Premium Denim, LLC


Trademarks

United States Registered Trademarks and Trademark Applications





NO.	Status	Owner	Trademark	Serial No. / Reg. No.	File Date / Reg. Date
1	Registered.	Premium Denim, LLC	CITY OF ANGELS	3214208	02/27/2007
2	Registered.	Premium Denim, LLC	Hollywood Hills	3331033	11/06/2007
3	Registered.	Premium Denim, LLC	 (design only)	3559495	01/13/2009
4	Application.	Premium Denim, LLC	 (design only)	77/122850	03/06/2007
5	Registered.	Premium Denim, LLC	 (design only)	3681441	09/08/2009
6	Registered.	Premium Denim, LLC	Laurel Canyon	3321995	10/23/2007
7	Registered.	Premium Denim, LLC	LOU LOU TULIP JEAN	3863650	10/19/2010








8	Application.	Premium Denim, LLC	 (design only)	78/934402	07/21/2006
9	Registered.	Premium Denim, LLC	 (design only)	3773668	04/06/2010
10	Registered.	Premium Denim, LLC	 (design only)	3851781	09/21/2010
11	Registered.	Premium Denim, LLC	 (design only)	3702471	10/27/2009
12	Registered.	Premium Denim, LLC	 (design only)	3671082	08/18/2009
13	Application.	Premium Denim, LLC	 (design only)	77/528736	07/22/2008
14	Registered.	Premium Denim, LLC	PAIGE	3308211	10/09/2007
15	Application.	Premium Denim, LLC	PAIGE	78/447486	07/08/2004








16	Application.	Premium Denim, LLC	PAIGE	77/278216	09/12/2007
17	Application.	Premium Denim, LLC	PAIGE	77/679935	02/27/2009
18	Application.	Premium Denim, LLC	PAIGE ADAMS-GELLER	77/040057	11/08/2006
19	Registered.	Premium Denim, LLC	PAIGE PREMIUM	3191044	01/02/2007
20	Registered.	Premium Denim, LLC	PAIGE PREMIUM DENIM	3301653	10/02/2007
21	Registered.	Premium Denim, LLC		3495555	09/02/2008
22	Registered.	Premium Denim, LLC		3566793	01/27/2009
23	Application.	Premium Denim, LLC	PAIGEAHOLIC	77/860214	10/29/2009
24	Registered.	Premium Denim, LLC	PPD	3328000	10/30/2007
25	Registered.	Premium Denim, LLC		3679774	09/08/2009
26	Application.	Premium Denim, LLC		77/774741	07/06/2009








27	Registered.	Premium Denim, LLC		3566356	01/27/2009
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Foreign Registered Trademarks and Trademark Applications








NO	Country	Status	Owner	Trademark	Serial No. / Reg. No.	File Date / Reg. Date
	Canada	Registered	Premium Denim, LLC	CITY OF ANGELS	746134	08/25/2009
	European Community	Registered	Premium Denim, LLC	CITY OF ANGELS	004931978	03/08/2007
	New Zealand	Renewed	Premium Denim, LLC	GEENA PAIGE	258846	07/16/1997
	Canada	Registered	Premium Denim, LLC	 (design only)	759183	02/10/2010
	European Community	Registered	Premium Denim, LLC	 (design only)	006375794	09/29/2008
	Japan	Registered	Premium Denim, LLC	 (design only)	5133290	05/02/2008
	Australia	Registered	Premium Denim, LLC	 (design only)	1168575	12/11/2007







	Bahrain	Published	Premium Denim, LLC	 (design only)	59136	08/27/2007
	Brazil	Published	Premium Denim, LLC	 (design only)	829207341	07/02/2007
	Canada	Registered	Premium Denim, LLC	 (design only)	762968	03/31/2010
	Canada	Published	Premium Denim, LLC	 (design only)	1471542	03/02/2010
	China (People's Republic)	Published	Premium Denim, LLC	 (design only)	5966910	03/28/2007
	China (People's Republic)	Pending	Premium Denim, LLC	 (design only)	5966911	03/28/2007
	China (People's Republic)	Pending	Premium Denim, LLC	 (design only)	2966912	03/28/2007

	China (People's Republic)	Pending	Premium Denim, LLC	 (design only)	8089047	03/01/2010
	Egypt	Pending	Premium Denim, LLC	 (design only)	207192	06/22/2010
	European Community	Registered	Premium Denim, LLC	 (design only)	005793484	03/06/2008
	Hong Kong	Registered	Premium Denim, LLC	 (design only)	300840726	09/18/2007
	Iceland	Registered	Premium Denim, LLC	 (design only)	1279/2007	11/05/2007
	India	Registered	Premium Denim, LLC	 (design only)	1544313	10/13/2008
	Indonesia	Registered	Premium Denim, LLC	 (design only)	IDM000193830	02/19/2009

	Indonesia	Published	Premium Denim, LLC	 (design only)	D00.2007.012291	04/20/2007
	Indonesia	Published	Premium Denim, LLC	 (design only)	D002007.012290	04/20/2007
	Israel	Registered	Premium Denim, LLC	 (design only)	201769	11/05/2008
	Japan	Registered	Premium Denim, LLC	 (design only)	05181225	11/14/2008
	Jordan	Registered	Premium Denim, LLC	 (design only)	93881	07/15/2007
	Korea, Republic of	Registered	Premium Denim, LLC	 (design only)	40-0796421	07/28/2009
	Kuwait	Registered	Premium Denim, LLC	 (design only)	70320	04/20/2008

	Lebanon	Registered	Premium Denim, LLC	 (design only)	112145	07/30/2007
	Malaysia	Registered	Premium Denim, LLC	 (design only)	07005370	08/10/2009
	Malaysia	Registered	Premium Denim, LLC	 (design only)	07005368	11/27/2008
	Malaysia	Registered	Premium Denim, LLC	 (design only)	07005369	03/28/2007
	New Zealand	Registered	Premium Denim, LLC	 (design only)	765888	12/11/2008
	Norway	Registered	Premium Denim, LLC	 (design only)	241025	09/25/2007
	Philippines	Registered	Premium Denim, LLC	 (design only)	4-2007-006746	12/01/2008



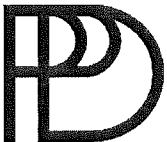
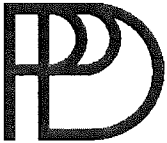
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	Singapore	Registered	Premium Denim, LLC	 (design only)	T0706589G	01/29/2008
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	Singapore	Registered	Premium Denim, LLC	 (design only)	T0706591I	08/29/2008
	South Africa	Registered	Premium Denim, LLC	 (design only)	2007/13849	02/19/2010
	Taiwan	Registered	Premium Denim, LLC	 (design only)	1371188	07/16/2009

	Thailand	Registered	07/16/2009	 (design only)	282779	07/09/2008
	Turkey	Registered	Premium Denim, LLC	 (design only)	200735336	06/28/2007
	United Arab Emirates	Registered	Premium Denim, LLC	 (design only)	98356	08/02/2007
	Canada	Published	Premium Denim, LLC	 (design only)	1434821	04/16/2009
	European Community	Registered	Premium Denim, LLC	 (design only)	008225153	02/22/2010
	Japan	Registered	Premium Denim, LLC	 (design only)	5280096	11/13/2009
	Australia	Registered	Premium Denim, LLC	PAIGE	1018471	02/21/2005
	Australia	Registered	Premium Denim, LLC	PAIGE	1168574	12/11/2007

	Bahrain	Published	Premium Denim, LLC	PAIGE	59135	08/27/2007
	Brazil	Registered	Premium Denim, LLC	PAIGE	829207350	09/08/2010
	Canada	Registered	Premium Denim, LLC	PAIGE	773493	08/02/2010
	Canada	Pending	Premium Denim, LLC	PAIGE	1341228	03/28/2007
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	China (People's Republic)	Registered	Premium Denim, LLC	PAIGE	5966913	07/07/2010
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	Egypt	Pending	Premium Denim, LLC	PAIGE	207191	09/26/2007
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	Hong Kong	Registered	Premium Denim, LLC	PAIGE	300279180	01/04/2005
	Hong Kong	Registered	Premium Denim, LLC	PAIGE	300840735AA	03/25/2008
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	Japan	Registered	Premium Denim, LLC	PAIGE	5145800	06/27/2008
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	Korea, Republic of	Registered	Premium Denim, LLC	PAIGE	749410	06/10/2008
	Korea, Republic of	Registered	Premium Denim, LLC	PAIGE	0757202	08/14/2008
	Kuwait	Registered	Premium Denim, LLC	PAIGE	70319	04/20/2008
	Lebanon	Registered	Premium Denim, LLC	PAIGE	112146	07/30/2007
	Malaysia	Registered	Premium Denim, LLC	PAIGE	07005365	10/22/2009
	Malaysia	Malaysia	Premium Denim, LLC	PAIGE	07005366	03/28/2007
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	Philippines	Registered	Premium Denim, LLC	PAIGE	4-2007-006745	02/25/2008
	Russian Federation	Registered	Premium Denim, LLC	PAIGE	352622	06/11/2008
	Russian Federation	Registered	Premium Denim, LLC	PAIGE	331633	08/14/2007
	Saudi Arabia	Registered	Premium Denim, LLC	PAIGE	1007/26	08/21/2008
	Singapore	Registered	Premium Denim, LLC	PAIGE	T0706586B	08/29/2008
	Singapore	Registered	Premium Denim, LLC	PAIGE	T0418994C	05/24/2005
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	Taiwan	Registered	Premium Denim, LLC	PAIGE	1373318	08/01/2009
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	European Community	Registered	Premium Denim, LLC		006789093	11/18/2008
	Australia	Registered	Premium Denim, LLC	PPD	1168578	01/25/2008
	Canada	Registered	Premium Denim, LLC	PPD	773244	07/29/2010
	Japan	Registered	Premium Denim, LLC	PPD	5141597	06/13/2008
	Canada	Published	Premium Denim, LLC	PPD (#2)	1481423	05/17/2010
	Canada	Published	Premium Denim, LLC		1434820	04/16/2009
	European Community	Registered	Premium Denim, LLC		008225369	11/13/2009

	Japan	Registered	Premium Denim, LLC		5275457	10/23/2009
	Canada	Registered	Premium Denim, LLC		1455883	10/19/2009
	European Community	Registered	Premium Denim, LLC		008640369	06/18/2010
	Russian Federation	Registered	Premium Denim, LLC		422227	11/10/2010